AMENDMENT OF SOLICITA	TION/MODIE	ICATION OF CONTRACT	1. CONTRACT II	D CODE	PAGE OF PAGES
AMENDMENT OF SOLICITA	ATION/MODIF	ICATION OF CONTRACT			1 8
2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	1	5. PROJECT	ΓNO.(Ifapplicable)
P00001	11-Aug-2017	SEE SCHEDULE			
6. ISSUED BY CODE	N00039	7. ADMINISTERED BY (Ifother than item 6)	COD	E S051	13A
COMMANDER, SPACE AND NAVAL WARFARE SYSTEMS COMMAND 12350 RESEARCH PARKWAY ORLANDO FL 32826		DCMA SANTA ANA 34 CIVIC CENTER PLAZA ROOM 813A SANTA ANA CA 92701			
8. NAME AND ADDRESS OF CONTRACTOR (NA ALII CONSULTING & SALES LLC	No., Street, County, S	State and Zip Code)	9A. AMENDME	ENT OF SC	DLICITATION NO.
3375 KOAPAKA ST STE B200 HONOLULU HI 96819-1862			9B. DATED (SE	E ITEM 1	1)
		-	X 10A. MOD. OF 0 N0003917F0028	CONTRAC	CT/ORDER NO.
CODE 24CP2	The GW HTM GOD		10B. DATED (S X 03-Apr-2017	SEE ITEM	[13)
CODE 31CB3	FACILITY COD	PPLIES TO AMENDMENTS OF SOLIC	00 7 tp: 20 17		
The above numbered solicitation is amended as set forth			is extended.	is not exte	ended
				_ is not care	inded.
Offer must acknowledge receipt of this amendment prior (a) By completing Items 8 and 15, and returning	-	t; (b) By acknowledging receipt of this amendmen	_	r submitted:	
or (c) By separate letter or telegram which includes a ref					
RECEIVED AT THE PLACE DESIGNATED FOR THE					
REJECTION OF YOUR OFFER. If by virtue of this am provided each telegramor letter makes reference to the s				er,	
12. ACCOUNTING AND APPROPRIATION DA		ment, and is received prior to the opening hour an	d date specified.		
See Schedule					
		O MODIFICATIONS OF CONTRACTS/ T/ORDER NO. AS DESCRIBED IN ITE			
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.					
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).					
X C. THIS SUPPLEMENT AL AGREEMENT IS FAR 52.243-2 - Changes - Cost Reimburseme		RSUANT TO AUTHORITY OF:			
D. OTHER (Specify type of modification and a	uthority)				
E. IMPORTANT: Contractor is not,	is required to sign	n this document and return1	copies to the issuing	office.	
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number: holcomkl171595					
The purpose of this modification is to make the following changes to the task order:					
1) Incorporate paragraph 3.2 into the Attachment 1 - Performance Work Statement, requiring specialized Oracle Subject Matter Expert (SME)					
support, increasing the estimated amount accordingly and also incorporating incremental funding.					
2) Establish 0003 for Other Direct Costs related to the performance of the effort.					
3) Incorporate NAPS 5252.232-9210 - Limitation of Liability - Incremental Funding. See Summary of Changes for Details.					
There are no other changes to the terms or conditions resulting from this action.					
J					
Except as provided herein, all terms and conditions of the document referenced in Item9A or 10A, as heretofore changed, remains unchanged and in full force and effect.					
15A. NAME AND TITLE OF SIGNER (Type or print) 16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) KATHERINE L HOLCOMB / CONTRACTING OFFICER				or print)	
	1	TEL: 407-380-4316	EMAIL: katherine.ho		
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNEI	D 16B. UNITED STATES OF AMER	ICA	16	6C. DATE SIGNED
		BY (b)(6)			19-Sep-2017
(Signature of person authorized to sign)		(Signature of Contracting Offi	icer)	[]	.0 000 2011
EVCEDTION TO SE 20	, '				

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION A - SOLICITATION/CONTRACT FORM

The total cost of this contract was increased by \$624,357.00 from \$871,169.00 (EST) to \$1,495,526.00 (EST).

The contractor organization has changed from NA ALIICONSULTING & SALES, LLC 3375 KOAPAKA ST STE B200 HONOLULU HI 96819-1862 to NA ALII CONSULTING & SALES LLC 3375 KOAPAKA ST STE B200

The remittance organization has changed from
NA ALIICONSULTING & SALES, LLC
3375 KOAPAKA ST STE B200
HONOLULU HI 96819-1862
to
NA ALII CONSULTING & SALES LLC
3375 KOAPAKA ST STE B200
HONOLULU HI 96819-1862

HONOLULU HI 96819-1862

SECTION B - SUPPLIES OR SERVICES AND PRICES

CLIN 0001

The estimated/max cost has increased by ___(b)(4) __ from ___(b)(4) __ to ___(b)(4) __.

The fixed fee has increased by ___(b)(4) __ from ___(b)(4) __.

The total cost of this line item has increased by ____(b)(4) __ from ____(b)(4) __.

(EST).

SUBCLIN 000102 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
000102					
CPFF					
	CLIN 0001 Funding				
	PR Number: 1300668210				
			ESTIM	ATED COST	\$0.00
				FIXED FEE	\$0.00
		TOTAL	EST COST -	FIXED FEE	\$0.00
	ACRN: AB Funded Amo	unt: (b)(4)			

SUBCLIN 000103 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
000103					
COST					
	CLIN 0001 Funding				
			J	ESTIMATED COST	\$0.00
	ACRN: AA Funded Amo	ount: (b)(4)			

CLIN 0003 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE		AMOUNT
0003		1	Lot			
COST						
	Other Direct Costs					
	Contractor shall provide t	ravel and material	s required in s	support of the effort, per PV	WS paragraph 2.2.	
	FOB: Destination					
]	ESTIMATED COST		(b)(4)

SUBCLIN 000301 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
000301					
COST					
	CLIN 0003 Funding				
			J	ESTIMATED COST	\$0.00
	ACRN: AB Funded Amo	ount: (b)(4)			

The following have been modified:

5252.216-9201 PAYMENT OF FIXED FEE BASED ON STAFF-HOURS (TERM TYPE) (NOV 2003)

The fixed fee for work performed under this contract is (b)(4), provided that not less than (b)(4) staff-hours of direct labor are so employed on such work by the Contractor. If substantially less than (b)(4) staff-hours of direct labor are so employed for such work, the fixed fee shall be equitably reduced to reflect the reduction of work. The Government shall make payments to the Contractor when requested as work progresses, but not more frequently than biweekly, on account of the fixed fee, equal to (b)(4) percent of the amounts invoiced by the Contractor under the "Allowable Cost and Payment" clause hereof for the related period, subject to the withholding provisions of paragraph (b) of the "Fixed Fee" clause provided that the total of all such payments shall not exceed eighty-five percent (85%) of the fixed fee. Any balance of fixed fee due the contractor shall be paid to the Contractor, and any overpayment of fixed fee shall be repaid to the Government by the Contractor, or otherwise credited to the Government, at the time of final payment.

(End of clause)

5252.216-9204 LEVEL OF EFFORT--FEE ADJUSTMENT FORMULA (MAR 1994)

(a) Subject to the provisions of the "Limitation of Cost" or "Limitation of Funds" clause (whichever is applicable to this contract), it is hereby understood and agreed that the fixed fee is based upon the Contractor providing the below listed number of staff-hours of direct labor, hereinafter referred to as X, at the estimated cost and during the term of this contract specified elsewhere herein:

<u>CLIN</u>	Total Staff-hours		
	of Direct Labor (X)		
0001	(b)(4)		

The Contractor agrees to provide the total level of effort specified above in performance of work described in Sections "B" and "C" of this contract. The total staff-hours of direct labor shall include subcontractor direct labor hours for those subcontractors identified in the Contractor's proposal as having hours included in the proposed level of effort.

- (b) Of the total staff-hours of direct labor set forth above, it is estimated that 0 staff-hours are competitive time (uncompensated overtime). Competitive time (uncompensated overtime) is defined as hours provided by personnel in excess of 40 hours per week without additional compensation for such excess work. All other effort is defined as compensated effort. If no amount is indicated in the first sentence of this paragraph, competitive time (uncompensated overtime) effort performed by the contractor shall not be counted in fulfillment of the level of effort obligations under this contract.
- (c) Effort performed in fulfilling the total level of effort obligations specified above shall only include effort performed in direct support of this contract and shall not include time and effort expended on such things as local travel from an employee's residence to their usual work location, uncompensated effort while on travel status, truncated lunch periods, or other time and effort which does not have a specific and direct contribution to the tasks described in Section B.
- (d) It is understood and agreed that various conditions may exist prior to or upon expiration of the term of the contract, with regard to the expenditure of labor staff-hours and/or costs thereunder which may require adjustment to the aggregate fixed fee. The following actions shall be dictated by the existence of said conditions:

- (1) If the Contractor has provided not more than 105% of X or not less than 95% of X, within the estimated cost, and at the term of the contract, then the fee shall remain as set forth in Section B.
 - (2) If the Contractor has provided X-staff-hours, within the term, and has not exceeded the estimated cost then the Contracting Officer may require the Contractor to continue performance until the expiration of the term, or until the expenditure of the estimated cost of the contract except that, in the case of any items or tasks funded with O&MN funds, except the "term" of performance shall not exceed a 12 month period. In no event shall the Contractor be required to provide more than 105 % of X within the term and estimated cost of this contract. The fee shall remain as set forth in Section B.
- (3) If the Contractor expends the estimated cost of the contract, during the term of the contract and has provided less than X staff-hours, the Government may require the Contractor to continue performance, by providing cost growth funding, without adjusting the fixed fee, until such time as the Contractor has provided X staff-hours.
- (4) If the Contracting Officer does not elect to exercise the Government's rights as set forth in paragraph (d)(2) and (d)(3) above, and the Contractor has not expended more than 95 % of X staff-hours, the fixed fee shall be equitably adjusted downward to reflect the diminution of work.
- (5) Nothing herein contained shall, in any way, abrogate the Contractor's responsibilities, and/or the Government's rights within the terms of the contract provision entitled "Limitation of Cost" or "Limitation of Funds" as they shall apply throughout the term of the contract, based upon the total amount of funding allotted to the contract during its specified term.
- (e) Within 45 days after completion of the work under each separately identified period of performance hereunder, the Contractor shall submit the following information in writing to the Contracting Officer with copies to the cognizant Contract Administration Office and DCAA office to which vouchers are submitted:
 - (1) The total number of staff-hours of direct labor expended during the applicable period.
- (2) A breakdown of this total showing the number of staff-hours expended in each direct labor classification and associated direct and indirect costs.
 - (3) A breakdown of other costs incurred.
- (4) The Contractor's estimate of the total allowable cost incurred under the contract for the period. In the case of a cost under-run, the Contractor shall submit the following information in addition to that required above:
- (5) The amount by which the estimated cost of this contract may be reduced to recover excess funds and the total amount of staff-hours not expended, if any.
 - (6) A calculation of the appropriate fee reduction in accordance with this clause.

All submissions required by this paragraph shall include subcontractor information, if any.

(f) SPECIAL INSTRUCTION TO THE PAYING OFFICE REGARDING WITHHELD FEE

Fees withheld pursuant to the provisions of this contract, such as the withholding provided by the "Allowable Cost and Payment" and "Fixed Fee" clauses, shall not be paid until the contract has been modified to reduce the fixed fee in accordance with paragraph (d) above, except that no such action is required if the total level of effort provided falls within the limits established in paragraph (d) above.

(End of clause)

5252.232-9210 LIMITATION OF LIABILITY--INCREMENTAL FUNDING (JAN 1992)

This task order is incrementally funded and the amount currently available for payment hereunder is limited to \$1,266,000 inclusive of fee. It is estimated that these funds will cover the cost of performance through 2 Feb 2018. Subject to the provisions of the FAR 52.232-22 "Limitation of Funds" clause of this contract, no legal liability on the part of the Government for payment in excess of \$1,266,000 shall arise unless additional funds are made available and are incorporated as modifications to this contract.

(End of clause)

SECTION E - INSPECTION AND ACCEPTANCE

The following Acceptance/Inspection Schedule was added for SUBCLIN 000102:

INSPECT AT INSPECT BY ACCEPT AT ACCEPT BY

N/A N/A N/A

The following Acceptance/Inspection Schedule was added for SUBCLIN 000103:

INSPECT AT INSPECT BY ACCEPT AT ACCEPT BY

N/A N/A N/A

The following Acceptance/Inspection Schedule was added for CLIN 0003:

INSPECT AT INSPECT BY ACCEPT AT ACCEPT BY
Destination Government Destination Government

The following Acceptance/Inspection Schedule was added for SUBCLIN 000301:

INSPECT AT INSPECT BY ACCEPT AT ACCEPT BY

N/A N/A N/A

SECTION F - DELIVERIES OR PERFORMANCE

The following Delivery Schedule for CLIN 0003 has been added:

DELIVERY DATE QUANTITY SHIP TO ADDRESS DODAAC / CAGE

POP 11-AUG-2017 TO N/A COMMANDER, SPACE AND NAVAL N00039

18-APR-2018 WARFARE

(b)(6)

SYSTEMS COMMAND PEO 701 S. COURTHOUSE RD

BLDG 12

ARLINGTON VA 22204-2198

(504) 697-4552 FOB: Destination

SECTION G - CONTRACT ADMINISTRATION DATA

Accounting and Appropriation

Summary for the Payment Office

As a result of this modification, the total funded amount for this document was increased by (b)(4) from (b)(4) to \$1,266,000.00.

SUBCLIN 000102:

Funding on SUBCLIN 000102 is initiated as follows:

SECTION J - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

The following have been modified: <u>EXIHIBIT/ATTACHMENTS</u>

Cost Code: 000227PA251Q

DOCUMENT DESCRIPTION

Attachment 1 Performance Work Statement for Navy Pay and Audit Subject Matter Expertise REVISED July 2017

Attachment 2 CDRLs_Pay Audit_20170109

Attachment 3 QASP Pay Pilot TO_20170109

(End of Summary of Changes)